TERMS OF SERVICE

– Last Modified: February 16, 2026 –

Preamble

(1) These Terms of Service ("**Terms**") constitute a legally binding agreement between a natural person accessing or using Platform ("**User**") and company operating Platform ("**Company**", "**Platform**", "**We**", "**Our**", or "**Us**"), governing access to and use of software solutions, tools, functionalities and related services made available through **Platform** located at https://clerix.tech/ (collectively, "Software").

(2) By creating account on Platform, accessing Platform, or using any part of Software, **User confirms that User has read, understood and agreed to be bound by Terms in full**. If User does not agree to Terms, User must immediately refrain from accessing or using Platform and Software.

(3) Terms govern solely contractual relationship between User and Company with respect to provision of access to Software. Company **DOES NOT, UNDER TERMS, PROVIDE BROKERAGE, EXCHANGE, CUSTODIAL, INVESTMENT, PORTFOLIO MANAGEMENT OR ADVISORY SERVICES, NOR DOES COMPANY ACT AS AGENT, TRUSTEE, FIDUCIARY OR REPRESENTATIVE OF USER.**

(4) Terms incorporate by reference and operate in conjunction with following documents, each governing respective subject matter independently and without duplication:

- **Privacy Policy**, governing processing of personal data;
- **Risk Disclosure**, governing disclosures related to risks associated with use of Software;
- **Platform Use and Compliance Rules**, governing compliance-related obligations and acceptable use.

(5) In event of conflict or inconsistency, Terms prevail, except where matter is expressly governed by document referenced in Clause 4 of Preamble within specific scope of such document.

(6) By accepting Terms, User represents and warrants that User is natural person, has legal capacity to enter into binding agreement, and that access to and use of Platform and Software is lawful in applicable jurisdiction.

(7) Company may amend Terms from time to time. Amended version of Terms becomes effective upon publication on Platform, and continued access to or use of Platform or Software after such publication constitutes acceptance of amended Terms.

(8) **ANY DESCRIPTIONS, EXAMPLES, OR EXPLANATORY MATERIALS MADE AVAILABLE ON PLATFORM ARE PROVIDED FOR INFORMATIONAL AND TECHNICAL PURPOSES ONLY** and do not constitute instructions, recommendations, or directions.

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Clause §1: Definitions

1. **Account** - means personal user account created by User on Platform to access Software and related functionalities.
2. **API Credentials** - means access keys, tokens, identifiers, permissions, or similar authorization mechanisms generated and controlled by User through external platforms or services and provided by User for interaction with Software.
3. **Automated Tools** - means automated modules, scripts, or functionalities of Software operating based on predefined logic and parameters configured by User.
4. **Company**, **We**, **Our**, or **Us** - means Platform Internet Solutions LLC, a company incorporated under the laws of the Kyrgyz Republic, with registered office at 55 Logvinenko St., Apt. 32, Pervomaysky District, Bishkek, Kyrgyz Republic, operating the Platform and providing access to the Software.
5. **Platform** - means website operated by Company and accessible at https://clerix.tech/, including all subdomains thereof, and any related applications or interface through which Software is made available to User.
6. **Software** - means proprietary software solution, including algorithms, code, interfaces, automated tools, and related technical components, made accessible through Platform.
7. **Terms** - means these Terms of Service, including all clauses and provisions, as amended from time to time.
8. **User** - means natural person, aged eighteen (18) years or older, who creates Account and accesses Software for personal use only.

Clause §2: Nature of Service

1. Platform provides User with access to Software in form of cloud-based software-as-a-service solution, enabling use of automated tools and functionalities designed to facilitate interaction with third-party platforms and external services through application programming interfaces.
2. Platform **IS NOT** exchange, marketplace, broker, dealer, custodian, wallet provider, payment service provider, investment firm, portfolio manager, or financial institution, and **DOES NOT** operate any infrastructure for execution, clearing, settlement, custody, or transfer of assets.
3. Platform **DOES NOT** hold, receive, store, safeguard, transfer, or control fiat funds, digital assets, virtual assets, private keys, wallets, accounts, or any other property belonging to User. All assets remain at all times under control of User and are held exclusively on accounts maintained by User with third-party platforms or external service providers.

4. Platform **DOES NOT** have access to withdrawal functionality of any external account connected by User and does not have authority to initiate transfers, withdrawals, or movements of assets outside scope of permissions expressly granted by User through API credentials.
5. Services provided through Platform are limited to provision of Software and technical means allowing automated transmission of instructions, signals, or data to third-party platforms **STRICTLY WITHIN PARAMETERS, CONFIGURATIONS, AND PERMISSIONS DEFINED AND APPROVED BY USER**.
6. Platform **DOES NOT** provide investment advice, trading advice, portfolio management, asset management, financial recommendations, or any form of advisory services. No information, functionality, or output generated by Software shall be construed as advice, recommendation, solicitation, or offer with respect to any asset or transaction.
7. Platform **DOES NOT** act as agent, broker, intermediary, trustee, fiduciary, or representative of User, does not enter into transactions on behalf of User in its own name, and is not party to any transaction, operation, or activity carried out on third-party platforms.
8. Any actions, operations, or executions initiated through Software occur exclusively on third-party platforms under terms applicable between User and relevant third-party provider. **PLATFORM HAS NO CONTROL OVER EXECUTION, MATCHING, PROCESSING, SETTLEMENT, AVAILABILITY, OR PERFORMANCE OF ANY SUCH ACTIONS.**
9. User acknowledges and agrees that Service is limited to provision of Software "as is" and that any outcomes resulting from use of Software depend on external systems, market conditions, User-defined parameters, and other factors outside control of Platform.

Clause §3: Software License

1. Subject to compliance with Terms, Company grants User limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use Software solely for personal, non-commercial purposes and strictly in accordance with functionality made available through Platform.
2. License granted under Clause 3.1 does not constitute sale, assignment, or transfer of any intellectual property rights in Software. All rights, title, and interest in and to Software, including source code, object code, algorithms, architecture, interfaces, designs, documentation, and any related materials, remain exclusively with Company or its licensors.
3. User **SHALL NOT**, and shall not attempt to, directly or indirectly:
   (a) copy, reproduce, modify, adapt, translate, or create derivative works of Software;
   (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code, algorithms, logic, or structure of Software;

(c) rent, lease, lend, sell, sublicense, assign, distribute, or otherwise make Software available to any third party;

(d) circumvent, disable, or interfere with technical or security features of Platform or Software;

(e) use Software in any manner not expressly permitted by Terms.

4. License granted to User is limited to access and use of Software through Platform interfaces made available by Company. No right is granted to access or use Software outside Platform, including through scraping, automated access, or unauthorized technical means.

5. Company may, at its discretion, modify, update, enhance, suspend, or discontinue any part of Software, including functionality, features, interfaces, or availability, without obligation to maintain backward compatibility or provide prior notice to User.

6. License granted under Terms automatically terminates upon termination of Terms for any reason. Upon termination, User must immediately cease all access to and use of Software, and any rights granted under this Article shall lapse without compensation.

7. Nothing in Terms shall be construed as granting User any rights in Company name, trademarks, service marks, logos, domain names, or other brand identifiers, whether registered or unregistered.

Clause §4: User Account and Access

1. Access to Software is provided through user account created on Platform ("Account"). User must complete registration process in accordance with instructions made available on Platform in order to create Account.

2. **User represents and warrants that all information provided during registration and use of Account is accurate, complete, and up to date.** User shall promptly update such information in event of any change.

3. Account is personal to User and may be used solely by User. **User shall not allow any third party to access or use Account and shall not transfer, assign, sell, or otherwise make Account available to any other person.**

4. **User is solely responsible for maintaining confidentiality and security of credentials used to access Account**, including login details, passwords, authentication factors, and any other access mechanisms. Any actions performed through Account shall be deemed performed by User.

5. Company shall not be responsible for any loss, damage, or unauthorized activity resulting from compromise, misuse, or loss of Account credentials, except to extent such loss is caused directly by gross negligence or willful misconduct of Company.

6. User acknowledges that access to Software may require connection of external accounts or services through credentials, keys, or permissions generated and controlled by User. User is solely responsible for creation, scope, configuration, maintenance, and revocation of such credentials.

7. **Company does not verify ownership, authority, or configuration of any external account connected by User** and assumes no responsibility for accuracy, validity, or legality of permissions granted by User.
8. User may revoke access to Software at any time by disabling Account or revoking permissions granted to Software through external services. Revocation of such access may result in immediate suspension or termination of Software functionality.
9. Company reserves right **to suspend, restrict, or terminate Account in accordance with Terms**, including where required to ensure security, integrity, or lawful operation of Platform.

Clause §5: API Authorization and User Control

1. Use of Software may require User to generate, configure, and provide application programming interface credentials, access keys, tokens, or similar authorization mechanisms ("API Credentials") through external platforms or services controlled by User.
2. **API Credentials are configured and restricted by User, including withdrawal permissions and IP-based access controls.** Company **DOES NOT** have technical ability to expand permissions, remove restrictions, or enable withdrawal functionality.
3. User determines scope, permissions, limits, and functionality granted through API Credentials, including any restrictions on actions, assets, parameters, or operations. Company does not expand, modify, or override permissions defined by User.
4. User authorizes Software to transmit instructions, signals, or data to external platforms or services strictly within scope of permissions granted through API Credentials and configurations approved by User.
5. **Company DOES NOT obtain ownership, custody, or control over any external account, assets, or resources** connected through API Credentials and does not have authority to access functionality beyond permissions expressly granted by User.
6. User remains solely responsible for creation, configuration, monitoring, modification, and revocation of API Credentials, including assessment of security, compatibility, and appropriateness of permissions granted.
7. User may revoke or limit API Credentials at any time through relevant external platform or service. Revocation or limitation of API Credentials may result in suspension, interruption, or termination of Software functionality without liability on part of Company.
8. **Company does not guarantee continuous availability, compatibility, or correctness of API integrations and shall not be responsible for any failure, delay, error, or interruption** resulting from changes, restrictions, outages, or technical issues affecting external platforms, services, or API interfaces.

9. **Any action initiated through Software using API Credentials is deemed initiated by User and performed at User direction.** Company acts solely as provider of technical means enabling automated interaction and does not independently initiate, authorize, or validate such actions.
10. User acknowledges that improper configuration, excessive permissions, or failure to revoke API Credentials may result in unintended actions or outcomes and accepts sole responsibility for any consequences arising therefrom.

Clause §6: Automated Tools and User Configuration

1. Software may include automated tools, modules, scripts, or functionalities enabling execution of predefined logic, rules, or conditions based on parameters configured by User ("Automated Tools").
2. Automated Tools operate **strictly within parameters, asset scopes, and configuration expressly defined by User**. Company **DOES NOT** independently expand, modify, or override such parameters.
3. **User independently selects, configures, enables, disables, and modifies parameters governing operation of Automated Tools**. Such parameters may include thresholds, limits, conditions, timing, scope of actions, or other configurable settings made available through Platform.
4. Automated Tools operate **strictly in accordance with parameters defined and approved by User** and do not exercise independent judgment, discretion, or decision-making beyond logic embedded in Software and configuration selected by User.
5. Company **DOES NOT** monitor, supervise, evaluate, or adjust configuration of Automated Tools on behalf of User and has no obligation to review, validate, or optimize parameters selected by User.
6. User may suspend, stop, modify, or disable Automated Tools at any time through Platform interfaces or by revoking relevant permissions. Suspension or modification may not take effect immediately and may be subject to technical or external constraints outside control of Company.
7. User acknowledges that operation of Automated Tools depends on continuous availability of external systems, interfaces, data sources, and permissions, and that interruptions, delays, or deviations may occur.
8. Company **DOES NOT** guarantee any specific outcome, result, performance, or behavior arising from use of Automated Tools. Any output, action, or consequence resulting from operation of Automated Tools is attributable solely to User-defined configuration and external factors.
9. **User remains solely responsible for reviewing, understanding, and assessing suitability of Automated Tools** and selected configuration in light of User objectives, circumstances, and risk tolerance.

10. Automated Tools are provided as technical functionality of Software and shall not be construed as advice, recommendation, instruction, or directive with respect to any action, transaction, or outcome.

Clause §7: Subscription Model and Fee Settlement

1. **Subscription Access.** Access to Software is provided to User on subscription basis. Subscription grants User right to access Software functionalities and Automated Tools during applicable subscription period, subject to Terms. Subscription does not include provision of advisory, brokerage, management, custodial, or similar services.
2. **Subscription Fee Structure.** Subscription fee is variable and calculated in accordance with formula and parameters made available on Platform. Subscription fee depends on the intensity, scope, and volume of Software usage, including technical and operational usage metrics generated by Software, such as execution cycles completed, automated processes initiated, data processed, system resources consumed, or other comparable technical indicators recorded during the subscription period. Subscription fee is calculated solely by reference to such technical usage metrics and the extent of access to Software functionalities, irrespective of any results achieved by User on third-party platforms.

   Where no applicable usage metrics are generated during a subscription period, the subscription fee may equal zero.
3. **Subscription Period and Accounting.** Subscription period corresponds to accounting period used for calculation of subscription fee. Subscription fee accrues during subscription period and becomes payable upon completion of such period.
4. **Settlement of Subscription Fee.** User shall independently settle subscription fee by transferring funds to payment details designated by Company. Subscription fee becomes due and payable on date communicated through Platform. User shall complete settlement within three (3) calendar days from due date.
5. **Consequences of Non-Payment.** Where subscription fee remains unpaid for period exceeding three (3) calendar days from due date, Company may, at its sole discretion and without further notice:

   (a) suspend or terminate subscription;

   (b) suspend or terminate access to Software or Platform;

   (c) refuse to restore access without obligation to do so;

   (d) discontinue any further provision of access.

   User shall have no right to assert claims against Company arising from suspension or termination caused by non-payment. Responsibility of Company for provision of access shall be deemed terminated to extent of such suspension or termination.

6. **No Set-Off and No Refunds.** Subscription fee shall be paid in full without set-off, counterclaim, deduction, or withholding, except as required by applicable law. Paid subscription fees are non-refundable.

Clause §8: Restrictions and Prohibited Use

1. User shall use Software and Platform strictly in accordance with Terms and **solely for lawful purposes**.
2. User **SHALL NOT**, directly or indirectly, engage in any activity that:
   - **(a)** violates applicable laws, regulations, sanctions, or binding requirements of any competent authority;
   - **(b)** circumvents, disables, interferes with, or attempts to bypass technical, security, or access controls of Platform or Software;
   - **(c)** exploits errors, defects, or vulnerabilities of Software or Platform for unintended or unauthorized purposes;
   - **(d)** interferes with normal operation, stability, or performance of Platform or Software;
   - **(e)** introduces malware, automated scripts, or harmful code intended to disrupt or compromise Software, Platform, or related systems.
3. User **shall not** misuse Software by configuring Automated Tools or API Credentials in a manner intended to manipulate external systems, generate artificial activity, or distort data, signals, or execution processes.
4. User **shall not** use Software in a manner that falsely implies endorsement, affiliation, sponsorship, or approval by Company.
5. User **shall not** access or attempt to access Software, Platform, or related systems through any means other than interfaces expressly provided or authorized by Company.
6. User **shall not** provide false, misleading, or incomplete information in connection with Account creation, access, or use of Software.
7. User **shall not** use Software to provide services to third parties, act on behalf of other persons, or operate Account for benefit of any other individual.
8. User **shall not** engage in any conduct that, in reasonable assessment of Company, exposes Platform, Software, or Company to technical, legal, or operational risk.
9. User shall not use Software to manage, control, or trade funds, assets, or accounts belonging to third parties, unless User is duly licensed, authorised, or registered under applicable law to provide trust management, asset management, investment management, or similar regulated services.
10. User represents, warrants, and undertakes that:

(a) all funds, assets, or accounts connected to Software through API Credentials are either:

(b) owned and controlled exclusively by User; or lawfully managed by User under valid regulatory licence or authorisation;

(c) funds connected to Software are not derived from criminal activity, money laundering, fraud, corruption, tax evasion, terrorism financing, or any other unlawful source;

(d) where User manages funds of third parties, User holds all licences, permits, registrations, or authorisations required by applicable law and operates in full compliance with regulatory requirements applicable to such activity;

(e) User shall, upon request of Company, promptly provide documentary evidence of applicable licences, authorisations, registration certificates, or other legal documents confirming User's right to manage third-party funds.

By providing such documents, User confirms and warrants that:

(f) all information and documents provided are accurate, authentic, complete, and not falsified;

(g) licences and authorisations are valid, current, and issued by competent regulatory authority;

(h) User assumes full legal responsibility for accuracy and authenticity of all information and documents provided to Company.

Company is not responsible for independent verification of authenticity or validity of documents provided by User. Any provision of false, misleading, or falsified information constitutes material breach of Terms and may result in immediate termination of access and reporting to competent authorities.

11. **Where Company has reasonable grounds to suspect violation** of this Article, or where User fails to provide requested documentation within timeframe specified by Company, Company reserves right to immediately suspend or terminate Account and, where appropriate or required by applicable law, report relevant information to competent authorities.

Clause §9: Suspension and Termination

1. Company **may suspend, restrict, or terminate access to Software, Platform, or Account, in whole or in part**, on temporary or permanent basis, where Company reasonably determines that:
   - **(a)** User has violated Terms or engaged in prohibited use;
   - **(b)** continued access creates technical, security, legal, or operational risk for Company, Platform, or Software;
   - **(c)** access is required to be restricted by applicable law, binding order, or requirement of competent authority;
   - **(d)** integrity, stability, or security of Platform or Software is compromised or reasonably threatened;
   - **(e)** information provided by User is materially inaccurate, misleading, or incomplete.
2. Suspension or restriction **may include, without limitation**:
   - **(a)** disabling access to Account;
   - **(b)** limiting use of specific functionalities or Automated Tools;
   - **(c)** revoking access to Software interfaces;
   - **(d)** preventing initiation or completion of automated execution cycles.
3. Company **may terminate Terms with immediate effect where violation or risk cannot be reasonably remedied** or where continued access would expose Company to material risk.
4. User may terminate Terms at any time by discontinuing use of Software, disabling Account, and revoking any permissions or credentials connected to Software.
5. Suspension or termination may occur without prior notice where immediate action is reasonably required. Where practicable, Company may provide notice or explanation through Platform or electronic communication.
6. Upon termination of Terms:
   - **(a)** all licenses and rights granted to User under Terms immediately cease;
   - **(b)** User shall immediately discontinue all access to and use of Software;
   - **(c)** Company may permanently disable Account and associated access credentials.
7. Termination or suspension does not relieve User of obligations accrued prior to effective date of such termination or suspension, including payment obligations.
8. **Company shall not be liable for any loss, damage, or consequence resulting from suspension or termination** carried out in accordance with Terms.
9. **Where User elects to discontinue use of Software, Automated Tools may require time to complete previously initiated automated processes.** Company may suspend initiation of new automated processes while allowing existing processes to conclude in accordance with User configuration.

10. **User acknowledges that immediate discontinuation of Software usage may require manual intervention by User on external platforms and may result in outcomes determined solely by external platform conditions.**

Clause §10: Disclaimers

1. Software and Platform are provided on an "**as is**" and "**as available**" basis, without any representation, warranty, or guarantee of any kind, whether express, implied, statutory, or otherwise.
2. To maximum extent permitted by applicable law, **Company disclaims all warranties, including implied warranties of merchantability, fitness for particular purpose, non-infringement, accuracy, reliability, availability, or suitability of Software or Platform** for any intended use.
3. Company **does not warrant that Software or Platform will be uninterrupted**, error-free, secure, or free from defects, vulnerabilities, or harmful components.
4. Company **does not warrant that Software will operate in accordance with User expectations**, configurations, or objectives or that any automated execution will produce any particular outcome.
5. Company **makes no representations or warranties with respect to external platforms, services, systems, data sources, interfaces, or integrations connected through Software, including accuracy, availability, security, legality, or functionality thereof**.
6. **Any information, data, output, or content generated through Software is provided for technical and informational purposes only** and shall not be construed as advice, recommendation, instruction, or guidance of any kind.
7. User assumes full responsibility for use of Software and Platform and for assessment of suitability, configuration, and consequences of such use.
8. No oral or written information or statements provided by Company shall create any warranty unless expressly set forth in Terms.

Clause §11: Limitation of Liability and Indemnification

1. **Limitation of liability.** To maximum extent permitted by applicable law, Company shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including loss of data, loss of opportunity, loss of expected benefit, or any other non-direct loss, arising out of or in connection with use of Software or Platform.
2. Company shall not be liable for any loss, damage, or consequence resulting from:

(a) User configuration, parameters, or instructions applied to Software or Automated Tools;

(b) actions, omissions, errors, or failures of external platforms, systems, interfaces, or data sources connected by User;

(c) interruption, suspension, modification, or termination of Software or access thereto in accordance with Terms;

(d) unauthorized access, misuse, or compromise of Account, credentials, or API Credentials not caused by gross negligence or willful misconduct of Company;

(e) delays, errors, inaccuracies, or deviations resulting from technical limitations, latency, or behavior of external systems.

3. To extent permitted by applicable law, aggregate liability of Company for any and all claims arising out of or in connection with Terms, Software, or Platform shall not exceed total amount of fees actually paid by User to Company during three (3) months preceding event giving rise to claim.

4. **Indemnification.** Nothing in Terms shall exclude or limit liability of Company for fraud, intentional misconduct, or any liability that cannot be excluded or limited under applicable law.

5. User shall indemnify, defend, and hold harmless Company, affiliates, directors, officers, employees, contractors, and agents from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable legal fees, arising out of or related to:

(a) breach of Terms by User;

(b) misuse of Software or Platform;

(c) configuration, use, or revocation of API Credentials or external accounts by User;

(d) violation of applicable law or rights of any third party by User;

(e) data, instructions, or actions initiated by User through Software.

6. Indemnification obligations under this Article survive suspension or termination of Terms.

Clause §12: Miscellaneous Provisions

1. **Changes to Terms.** Company may amend, update, or modify Terms from time to time by publishing revised version on Platform or through other electronic means. Updated Terms become effective from moment of publication unless expressly stated otherwise. Continued use of Software or Platform after publication of updated Terms constitutes acceptance of such changes**.** If User does not agree with updated Terms, User must discontinue use of Software.

2. **Force Majeure.** Company shall not be liable for any failure or delay in performance resulting from events beyond reasonable control of Company, including natural disasters, acts of government, war, civil unrest, labor disputes, failures of utilities or telecommunications, internet

outages, cyber incidents, or actions of third-party service providers. Duration of Force Majeure event extends performance obligations for period during which such event persists.

3. **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the Company is incorporated, without regard to its conflict-of-laws principles, except to the extent that mandatory provisions of applicable law apply.
4. **Assignment.** User may not assign or transfer any rights or obligations under Terms without prior written consent of Company. Company may assign or transfer Terms, in whole or in part, without restriction, including to affiliate, successor, or entity acquiring related business or assets.
5. **Severability.** If any provision of Terms is held invalid, unlawful, or unenforceable, remaining provisions remain in full force and effect.
6. **Entire Agreement.** Terms constitute entire agreement between User and Company regarding subject matter hereof and supersede all prior or contemporaneous agreements, understandings, or communications, whether written or oral.
7. **No Waiver.** Failure of Company to enforce any provision of Terms shall not constitute waiver of such provision or of right to enforce such provision at later time.
8. **Language.** Terms are drafted in English language. Any translation is provided for convenience only and shall not affect interpretation of Terms. In event of discrepancy, English version prevails.
9. **Survival.** Provisions which by nature should survive termination of Terms, including license restrictions, limitation of liability, indemnification, and governing law, shall survive termination.
10. **Communications**. Any questions, requests, notices, or communications relating to Terms, Software, or Platform may be submitted by User to Company by electronic mail. Designated contact email of Company is **info@clerix.tech**. Company may respond to communications using same email address or through Platform interfaces. Electronic communications sent to designated contact email shall be deemed received by Company when successfully delivered to such address.